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9 Attorneys for Defendant and Counterclaimant
10 **KINGDOM OF SWEDEN**

11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

13 In re)	Case No. 5:16-bk-53367-MEH
14 KERSTIN URSULA HULTQVIST,)	Adv. No. 5:18-ap-05021-MEH
15 Debtor.)	Chapter 13
16 _____)	
17 KERSTIN URSULA HULTQVIST,)	STIPULATION FOR ENTRY OF
18 Plaintiff,)	JUDGMENT
19 v.)	
20 KINGDOM OF SWEDEN,)	
21 Defendant.)	
22 _____)	
23 KINGDOM OF SWEDEN,)	
24 Counterclaimant,)	
25 v.)	
26 KERSTIN URSULA HULTQVIST)	
27 Counter-Defendant.)	
28 _____)	

1 IT IS HEREBY STIPULATED by and between Debtor, Plaintiff, and Counter-
2 Defendant Kerstin Ursula Hultqvist (hereinafter, "Hultqvist") and Defendant and
3 Counterclaimant Kingdom of Sweden, on behalf of The Swedish Board of Student Finance
4 ("hereinafter, "CSN"), that judgment in the above-entitled cause be entered in favor of CSN
5 and against Hultqvist, in accordance with the following:

6 1. Hultqvist agrees to pay to CSN the total sum of 980,905 Swedish Crowns as follows:

7 (a) The sum of 3,000 Swedish Crowns per month beginning on April 1, 2019, and
8 continuing on the first day of each month thereafter up to and including November 1, 2036.

9 (b) The sum of 356,905 Swedish Crowns on December 1, 2036.

10 All payments must be received by CSN on or before the due dates as set forth herein. All or any
11 portion of the unpaid principal balance may be prepaid at any time without penalty.

12 2. All payments are to be made in the form of an electronic transfer to CSN on or before
13 the due dates set forth herein. Payments shall be deemed made on the date received by CSN.

14 3. Execution on the Judgment shall be stayed provided that Hultqvist makes payment in
15 accordance with the terms set forth herein. In the event that Hultqvist fails to make any of the
16 agreed payments within 15 days after notice of late payment is sent by email to Hultqvist and her
17 attorney, David A. Boone, however, the entire unpaid balance shall immediately become due and
18 payable, and execution on the Judgment shall immediately issue in the amount of said unpaid
19 balance. The unpaid balance shall accrue interest at the rate of ten percent (10%) per annum from
20 and after the date of default.

21 4. Hultqvist does not waive any rights that she may have under Swedish law in any way
22 pertaining to the student loans which she received, or the repayment of said loans.

23 5. This Stipulation and the Judgment shall be subject to any and all debt relief provisions
24 provided for in the Repayment Regulations for Student Loans promulgated by CSN.

25 6. Hultqvist waives any right to appeal from the entry of judgment entered as a result of
26 this Stipulation.

27 7. Upon payment in full by Hultqvist to CSN, CSN shall file with this Court and serve a
28 Satisfaction Of Judgment.

1 8. CSN and Hultqvist agree that they shall each bear their own costs, disbursements, and
2 attorneys' fees incurred up to and including the date of this Stipulation.

3 9. The Judgment shall be non-dischargeable in this bankruptcy case. There is no other
4 agreement as to any of the other matters which were in controversy between the parties,
5 including, but not limited to, the dischargeability of the obligation in a future bankruptcy
6 proceeding, which Hultqvist reserves the right to file as allowed by law if required to do so by
7 infirmity or illness which might limit her ability to pay. CSN reserves the right to file any and all
8 objections which it deems appropriate in any future bankruptcy proceeding that Hultqvist may
9 file.

10 10. This Court may immediately enter judgment in accordance with this Stipulation.

11 11. In the event that CSN seeks to convert the Judgment from Swedish Crowns into U.S.
12 dollars in order to enforce the Judgment following a default in payment by Hultqvist, CSN shall
13 file an application with the Court and provide a conversion rate from Swedish Crowns to U.S.
14 dollars as of the date of default.

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16
17 Dated: March 14, 2019

LAW OFFICES OF DAVID A. BOONE, INC.

18
19 By: 

DAVID A. BOONE

Attorney for Debtor, Plaintiff, and Counter-
Defendant

KERSTIN URSULA HULTQVIST

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21
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23
24 Dated: March 14, 2019



KERSTIN URSULA HULTQVIST

Debtor, Plaintiff, and Counter-Defendant

1 Dated: March 14, 2019

LAW OFFICES OF ERNEST MOONEY

2
3 By:

4 W. ERNEST MOONEY

5 Attorneys for Defendant and Counterclaimant
6 KINGDOM OF SWEDEN
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Attorney for the Kingdom of Sweden, a foreign sovereign
Defendant and Counterclaimant

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

In re

KERSTIN URSULA HULTQVIST,
Debtor.

Case No.16-53367-MEH

Adv No. 18-05021-MEH

Chapter 13

KERSTIN URSULA HULTQVIST,
Plaintiff,

vs.

KINGDOM OF SWEDEN,
Defendant.

CERTIFICATE OF SERVICE

KINGDOM OF SWEDEN,
Counterclaimant,

vs.

KERSTIN URSULA HULTQVIST,
Counter-Defendant.

I, the undersigned, declare that I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to the within entitled action. My business address is 6055 E. Washington Blvd., Suite 500, Los Angeles, CA 90040.

On **March 15, 2019**, I served the within **Stipulation for Entry of Judgment** by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, to all parties entitled to receive regularly mailed notices, addressed as follows:

Plaintiff/Debtor: Kerstin Ursula Hultqvist, 20303 La Paloma Ave., Saratoga, CA 95070

Attorney for Defendant and Counter Claimant: W. Ernest Mooney, Law Offices of Ernest Mooney, 5020 Campus Dr., Newport Beach, CA 92660

Honorable M. Elaine Hammond, U.S. Bankruptcy Court, 280 South First Street, Courtroom 3020, San Jose, CA 95113-3099

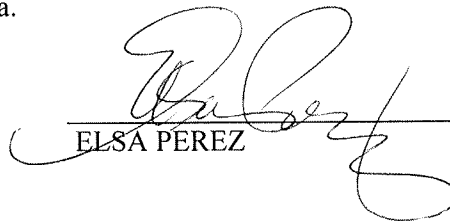
TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 15, 2019**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- David A. Boone ecfdavidboone@aol.com, BooneDR48759@notify.bestcase.com
- Toan B. Chung tbchung@rpmlaw.com, toan.b.chung@gmail.com

If the Chapter 13 Trustee is otherwise entitled to notice, she will receive such notice upon the electronic filing of the above-named document.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on March 15, 2019, at Los Angeles, California.

Dated: March 15, 2019



ELSA PEREZ

Rev. 2/05